

considerations. Without going into any further observations, I have come to the conclusion that the injunction should be continued; and shall pass an order accordingly; and feel the less reluctance in doing so, as a speedy and effectual remedy exists for correcting my error, if I have committed one.

[Upon an appeal taken from this order, it was affirmed by the Court of Appeals; and the views of the Chancellor sustained in a learned and able opinion of the court, delivered by his Honor, Judge Frick. The deed of trust to Winn and Ross, which the Chancellor intimates, upon the authority of the case of *McCall vs. Hinckley*, 4 *Gill*, 128, might be sustained, was decided by the court to be fraudulent and void; and thus the question of the validity of such conveyances in this state has been finally determined.]

ALEXANDER and DULANEY for Complainants.

NELSON and DONALDSON for Defendants.

STEWART, PERMANENT TRUSTEE OF
JOHN L. AND WILLIAM L. HAM-
MOND

VS.

THE UNION BANK OF MARYLAND, AND
McCORMICK, ADMINISTRATOR OF
McCORMICK.

JULY TERM, 1847.

[INSOLVENT DEBTOR—UNDUE PREFERENCE.]

John & William Hammond, partners, being indebted to the Union Bank in the sum of \$5000, on the 21st of February, 1832, gave their note for the same at sixty days, in the partnership name, payable to the Bank in its corporate name, which was secured by the pledge of sixty-four shares of the stock of the bank, standing in the name of James McCormick. This not being paid at maturity, and the partnership in the meantime being dissolved, on the 24th of April following, they gave a new note, in their individual names, payable to the cashier of the bank at twenty-eight days, which became due on the 25th